

TERMS AND CONDITIONS

1. DEFINITIONS

In this Agreement, the following words shall have the respective meanings set out hereunder unless the context otherwise requires:

- a) **Bank** means ONE Bank Limited, its successors and assigns.
- b) **Agreement** means the 'Terms and conditions' along with ONE Bank ATM Card Application Form.
- c) **ATM** Means any Automated Teller Machine or Terminal belonging to the bank that accepts card along with PIN for cash withdrawal.
- d) **Card** Means any Card bearing the name of ONE Bank Limited issued to the Account holders for use on their Account and includes any such Card issued in replacement or renewal thereof, to avail cash withdrawal services.
- e) **ONE BANK ATM Card** means valid ATM Cards issued by ONE Bank Limited.
- f) **PIN** in relation to any Card means the Personal Identification Number assigned by ONE Bank to that Card which will be used for accessing Cardholder's nominated bank Account(s) through an ATM.
- g) **Cardholder** where used in relation to any ATM Card means the ONE Bank account holder to whom ATM Card has been issued at his/her request.
- h) **Customer** means the Account holders of ONE Bank stated above.
- i) **Card Transaction** means any transaction or instruction effected or issued by the cardholder by the use of the card.

2. ABOUT THE CARD

- a) The 'ONE BANK ATM Card' is the property of the Bank at all times. It is non-transferable and will be used exclusively by the Cardholder.
- b) The Bank reserves the right to seize/cancel the card so issued to any Cardholder, if found at a later date, the information submitted by the Cardholder is false and/or the card is being misused.
- c) Bank reserves the right to limit the total cash withdrawal by a cardholder during a 24 hour period.
- d) Upon termination of account relationship with ONE Bank for any reason whatsoever, the card shall be returned to the respective branch or ONE Bank Card Services, Retail Banking Division within 7 (seven) days from the date of receipt of notice thereto.
- e) Use of the Card after notice of withdrawal of the privileges is fraudulent and may subject the Cardholder(s) to legal action by the Bank.
- f) Unless otherwise surrendered or cancelled, this agreement and the Card issued will remain valid throughout the lifetime of the account with which it is attached to.

3. FACILITIES THAT CAN BE AVAILED WITH ONE BANK ATM CARD

The Card can be used for :

Availing Cash withdrawals from ONE Bank Branch locations or the places where ONE BANK ATMs are deployed.

4. LOSS OF CARD OR DISCLOSURE OF PIN

- a) The Cardholder shall not disclose or cause to be disclosed to any person the PIN assigned to the Card. Immediately upon learning that the Card is lost or stolen or the PIN is disclosed, the Cardholder shall report it to the Bank followed by written confirmation containing cardholder's signature of the said loss. The cardholder shall, at the request of ONE Bank, furnish the Bank with a statutory declaration in such a form as it may require such as Police GD copy and/ or any other information. If the lost or stolen card is found or recovered, the cardholder shall not make use of the card but shall immediately cut it into halves and return the same to ONE Bank.
- b) Notwithstanding the loss or theft of any Card or disclosure of the PIN in respect of any Card, the Bank may charge and debit the Account for the amount of each and every Card Transaction made or effected before written confirmation by the Cardholder of such loss, theft or disclosure is received by the Bank. Replacement of Card will be provided to the Cardholder and charges in this regard will be debited from the account.

5. CHARGES AND FEES

ONE Bank will charge and debit the Customer Account relating to any Card:

- a) An annual service fee and VAT for the issue or renewal of the Card at such rate as the Bank may prescribe from time to time without notice.
- b) In the event of replacement of the card due to whatever reasons as requested by the cardholder, a replacement fee will be charged to the account as prescribed by the Bank management.
- c) In the event of resetting the PIN, a fee will be charged to the account.

6. TERMINATION OF USE OF CARD AND ACCOUNT

- a) ONE Bank reserves the absolute right and discretion to terminate use of Card and Bank Account or seize/cancel the Card so issued or revoke the Card at any time without prior notice and without assigning any reason whatsoever.
- b) A Cardholder may terminate by giving written notice thereof. Such termination shall be effective only upon receipt of such Card or Cards by the Bank and square-up of all liabilities and dues, if any.
- c) The card shall not be valid and Bank shall be entitled to the immediate return of the Card in the event of (1) closure of the designated Account (2) death of the Accountholder (3) the Cardholder ceases to be a customer of the Bank (4) the Cardholder's authority to operate the designated account is terminated and (5) the Bank requests of its return.

7. EXCLUSIONS AND EXCEPTIONS

ONE Bank shall not be responsible or liable to any and all Cardholders for any loss or damage incurred or suffered as a consequence of:

- a) Any malfunction, defect or error in any ATM, or other machines or system of authorization whether belonging to or operated by the Bank or otherwise.
- b) Any delay or inability of the Bank to perform any of its obligations pursuant to this Agreement because of any mechanical, data processing or telecommunication failure, Act of God, civil disturbance or any event outside of the Bank's control or as a consequence of any fraud or forgery.
- c) Any damage to or loss of or inability to retrieve any data or information that may be stored in any Card howsoever caused.
- d) Any undesired fraud and forgery by means of computer hacking or any means that causes for any burden to the Cardholder.

8. DISCLOSURE OF INFORMATION

Card Services of the Bank may disclose any information relating to any cardholder for any card account or card transaction to the Bank authority or any regulatory body or any other person if the Bank considers it in its interest to do so.

9. MISCELLANEOUS

- a) All rules and regulations governing the operation of current, savings or overdraft account will be applicable for the card transactions in relation to such accounts.
- b) Bank shall periodically determine fees and charges and no notices will be served prior to such changes.
- c) The Cardholder and each joint Cardholders shall pay and reimburse the Bank on demand (on a full indemnity basis) all costs, fees and expenses incurred by the Bank in recovering or attempting to recover any Card issued to and/or any sum due to the Bank from such Cardholder.
- d) Any request or instruction to the Bank shall be in writing and shall be signed by the Cardholder provided nevertheless that the Bank may but shall not be obliged to accept and act on any instruction or request by facsimile transmission or through the telephone which is believed by the officer or employee of ONE Bank attending to such instruction or request to have been given or made or authorized by any cardholder notwithstanding that such instruction or request may not have been given or made or authorized by such Cardholder and notwithstanding any fraud that may exist in relation thereto and the Bank shall not be liable for any loss or damage suffered as a consequence of its acting on or acceding to any such instruction or request.
- e) The use of any Card is also subject to other terms and conditions governing the use of other facilities or benefits, which may from time to time be made available. Cash withdrawals from any account with ONE Bank shall be subject to the terms and conditions of the Bank.
- f) Any leniency or delay by the Bank in exercising any right, power or remedy shall not be deemed to be a waiver or a partial waiver of such right, power or remedy unless such rights, powers or remedies are specifically waived by the Bank in writing.
- g) The Cardholder is responsible for possessing the Card with utmost care and security and not to permit anyone unauthorized to use or have possession of the same.
- h) The Cardholder is responsible for notifying the Bank immediately in respect of any change to business/home/telephone number and contact address or any other particulars as furnished in the Card/Bank Account Application Form earlier made for issuance of the Card.
- i) The Cardholder is responsible to return immediately all Cards, issued to them, to the Bank upon request where the Bank believes that they have a good reason to ask the Card to be returned.
- j) The Cardholder and the Bank shall be unconditionally agreeable to submit to the jurisdiction of the Court of the Country in respect of all disputes arising out of this Agreement.
- k) This Agreement shall be construed according to the laws applicable in Bangladesh and these Terms and Laws applicable in Bangladesh will govern Conditions set down in the Agreement. All Cardholders submit themselves to the non-exclusive jurisdiction of the Courts of the Govt. of the People's Republic of Bangladesh.

10. DECLARATION

I do hereby acknowledge that I have read and understood the above terms and conditions and agree to comply with them.

Applicant's Signature

Date